



## MEMORANDUM

Agenda Item No. 7(L)(1)(A)

**TO:** Honorable Chairperson Barbara Carey-Shuler, Ed.D. and Members Board of County Commissioners

**DATE:** May 25, 2004

**FROM:** George M. Burgess  
County Manager

**SUBJECT:** Transition of Municipal Services Agreement with the City of Doral

### RECOMMENDATION

It is recommended that the Board approve the Master Interlocal Agreement between Miami-Dade County (County) and the City of Doral (City) for the transition of municipal services for the period of June 24, 2003 to September 30, 2004.

### BACKGROUND

On June 24, 2003 resident electors within the boundaries of the City, approved the charter for the City. Municipal officials were elected into office on July 22, 2003 with a run-off election on August 5, 2003.

Negotiation of this Master Interlocal Agreement commenced shortly after the City Council was sworn into office and an Interim City Manager was selected. On April 9, 2004 the City Council approved the agreement by passing Resolution No. 04-26 (see attached).

The proposed agreement covers the period June 24, 2003 to September 30, 2004, during which the County provided and continues to provide a significant portion of municipal services to the City. Key points to the agreement include:

- The County Manager is authorized to extend the term of this agreement for an additional six months upon a written request from the City (the first "renewal period"). The County Manager may renew this agreement for an additional six months after expiration of the first renewal period upon a written request from the City (the "second renewal period").
- Planning and Zoning services will be provided by the County throughout the term of the proposed agreement.
- The City will assume responsibility for all building permit applications submitted on or after September 30, 2004, as well as all other services routinely provided by the

Building Department, i.e., enforcement actions relating to expired permits, performing inspections on permits issued, etc.

- The Public Works Department will continue to provide administrative support on applications for plat approvals, waiver of plat requirements, and continuance of local road maintenance.
- The Team Metro Department will continue to provide code compliance experts to address overgrown lots, illegal signs and objects, abandoned vehicles, residential and commercial zoning violations, and minimum housing standards.
- The Park and Recreation Department will continue to maintain the three local parks until the parks are deeded to the City through a separate agreement.
- The agreement calls for specific transfer notices to departments continuing to provide services.
- The agreement also calls for reconciliation of the revenues and expenses attributable to the City. The County will transfer 90 percent of the surplus revenues to the City 30 days after approval of this agreement for the period from June 24, 2003 to September 30, 2003. The surplus revenues for the period from October 1, 2003 to September 30, 2004 will be transferred to the City on December 30, 2004.
- Services excluded from this agreement include, library, fire-rescue, water and sewer, solid waste collection and disposal, and local and specialized police.

County and City staff expended significant efforts to reach an agreement that both parties hope will further the development and maintenance of a long-term cooperative relationship. Therefore, approval of the attached interlocal agreement between the County and the City is recommended to be in the best interest of the County.



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Alex Muñoz  
Assistant County Manager

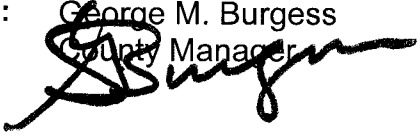


## MEMORANDUM

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**TO:** Honorable Chairperson Barbara Carey-Shuler, Ed.D. and Members Board of County Commissioners

**DATE:** May 11, 2004

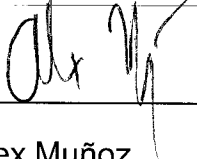
**FROM:** George M. Burgess  
  
County Manager

**SUBJECT:** Amendment to  
Transition of Municipal  
Services Agreement  
with the City of Doral

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An amendment to the resolution approving the agreement between Miami-Dade County and the City of Doral for the transition of municipal services was made by the Budget and Finance Committee on April 22, 2004. The amendment deleted the sentence "This agreement becomes effective upon execution." The change has been made to the resolution.

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Alex Muñoz  
Assistant County Manager

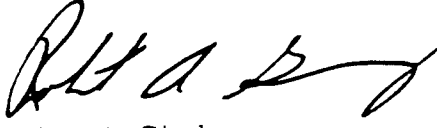


# MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

DATE: May 25, 2004

FROM:   
Robert A. Ginsburg  
County Attorney

SUBJECT: Agenda Item No. 7(L)(1)(A)

Please note any items checked.

\_\_\_\_\_ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

\_\_\_\_\_ **6 weeks required between first reading and public hearing**

\_\_\_\_\_ **4 weeks notification to municipal officials required prior to public hearing**

\_\_\_\_\_ **Decreases revenues or increases expenditures without balancing budget**

\_\_\_\_\_ **Budget required**

\_\_\_\_\_ **Statement of fiscal impact required**

\_\_\_\_\_ **Bid waiver requiring County Manager's written recommendation**

\_\_\_\_\_ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

\_\_\_\_\_ **Housekeeping item (no policy decision required)**

\_\_\_\_\_ **No committee review**

Approved \_\_\_\_\_ Mayor

Agenda Item No. 7(L)(1)(A)

5-25-04

Veto \_\_\_\_\_

Override \_\_\_\_\_

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING AGREEMENT BETWEEN  
MIAMI-DADE COUNTY AND THE CITY OF DORAL  
FOR THE TRANSITION OF MUNICIPAL SERVICES;  
AUTHORIZING THE COUNTY MANAGER TO  
EXECUTE THE AGREEMENT, TAKE ANY ACTION  
REQUIRED OF THE COUNTY HEREIN AND  
EXERCISE ANY RENEWAL AND CANCELLATION  
PROVISIONS THEREIN**

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**WHEREAS**, on June 24, 2003, a charter for the City of Doral was approved by its citizens and on August 21, 2003, the City Council was sworn into office; and

**WHEREAS**, the City is desirous for the County to continue providing municipal type services until such time as the City begins to provide these services directly; and

**WHEREAS**, the City has contracted with Miami-Dade County for the provision of local police patrol services for three years, and will remain a part of the solid waste collection and disposal system, a part of the library and fire-rescue districts, and contracted with Miami-Dade County for the provision of specialized police services in perpetuity; and

**WHEREAS**, the City and the County are desirous to maintain a mutually beneficial relationship which may result in future contracting opportunities,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that the Agreement by and between Miami-Dade County, Florida, and the City of Doral for the provision and transition of municipal services is hereby approved in substantially the form attached hereto and the County Manager is hereby authorized to execute such agreement in substantially the form attached hereto, take any action required of the County herein and exercise any renewal or cancellation provisions therein.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

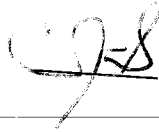
Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 25th day of May, 2004. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency.



By: \_\_\_\_\_  
Deputy Clerk

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Cynthia Johnson-Stacks

**RESOLUTION NO. 04-26**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY; AUTHORIZING THE MAYOR, CITY MANAGER AND CITY ATTORNEY TO EXECUTE AND FINALIZE THE INTERLOCAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City and the County wish to enter into this Master Interlocal Agreement in order to 1) ensure, as provided herein, the County will continue to provide certain municipal-type services to the City, until the City is in a position to provide certain municipal services directly or contract for necessary municipal services, 2) establish the cost of services to be provided by the County to the City from June 24, 2003, through September 30, 2004, or as may be extended through other provisions of this Agreement; (3) establish procedures for extending this Agreement; (4) establish time-table for the orderly transition from the County's provision of municipal services to the City providing its own municipal services or the provision of municipal services by contract with the County; and (5) agree upon and clarify certain other issues including the payment for municipal services and the transfer of municipal revenues.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1.** That the above recitals are true and correct and are incorporated herein by this reference.

**Section 2.** The City Council hereby approves the attached Exhibit "A" as the Interlocal Agreement between Miami-Dade County and the City.



**Section 3.** The City Manager is authorized to execute this Interlocal Agreement.

**Section 4.** This resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Cabrera, who moved its adoption. The motion was seconded by Councilwoman Ruiz and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez  
Vice Mayor Peter Cabrera  
Councilman Michael DiPietro  
Councilwoman Sandra Ruiz  
Councilman Robert Van Name

yes  
yes  
absent  
yes  
yes

PASSED and ADOPTED this 9<sup>th</sup> day of April, 2004.

JCB  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

Sheila Paul  
SHEILA PAUL, CITY CLERK

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE  
I, Sheila Paul  
Of the City of Doral, Florida do hereby certify  
that the above and foregoing is a true and correct  
copy of the original thereof on file in this office.  
WITNESS, my hand and the seal of said City  
this 9<sup>th</sup> day of April AD20 04  
By: Sheila Paul

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE CITY OF DORAL:

JH  
JOHN HEARN, CITY ATTORNEY

**MASTER INTERLOCAL AGREEMENT BETWEEN  
MIAMI-DADE COUNTY AND  
THE CITY OF DORAL FOR  
TRANSITION OF MUNICIPAL SERVICES**

This is an Interlocal agreement between Miami-Dade County, a political subdivision of the State of Florida (the "County") and the City of Doral, a municipal corporation of the State of Florida (the "City"), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004 (the or this "Agreement").

**Whereas**, on June 24, 2003, a charter for the City was approved by the citizens of the City and on August 21, 2003, the City Council was sworn into office, and

**Whereas**, on August 26, 2003, pursuant to Miami-Dade County Resolution No. ~~R-1152-03~~, the County and the City entered into the First Interlocal Agreement to advance \$300,000 from the anticipated utility tax revenues collected by the County on behalf of the City, and

Whereas, on December 8, 2003 pursuant to Miami-Dade County Resolution No. R-1393-03, the County and the City entered into the Second Interlocal Agreement to advance \$300,000 from the anticipated utility tax revenues collected by the County on behalf of the City, and

**Whereas**, the City and the County wish to enter into this Master Interlocal Agreement in order to 1) ensure, as provided herein, the County will continue to provide certain municipal-type services to the City, until the City is in a position to provide certain municipal services directly or contract for necessary municipal services, 2) establish the cost of services to be provided by the County to the City from June 24, 2003, through September 30, 2004, or as may be extended through other provisions of this Agreement; (3) establish procedures for extending this Agreement; (4) establish time-table for the orderly transition from the County's provision of municipal services to the City providing its own municipal services or the provision of municipal services by

contract with the County; and (5) agree upon and clarify certain other issues including the payment for municipal services and the transfer of municipal revenues.

**NOW THEREFORE**, in consideration of the following mutual obligations the parties agree as follows:

## **DEFINITIONS**

Transition Period: The period which begins on the date of incorporation of the City and ends on the date which the City provides its own municipal services directly or through contract(s) with the County or others.

Interim Period: The period which begins on the date of incorporation through the end of fiscal year 2002–2003, for the purposes of this agreement June 24, 2003 through September 30, 2003.

## **ARTICLE I**

### **MUNICIPAL SERVICES DURING THE TRANSITION PERIOD**

For the term of this agreement, or until the municipal service is assumed by the City at an earlier date, the County, directly or through its contractors, shall continue to provide the following municipal services: planning, zoning, platting, building, code enforcement, public works, parks and recreation, and stormwater services to the City as provided in this agreement.

Police services will be provided at a transitional billing cost, established herein, until contract agreements are established for local and specialized police services pursuant to the Miami Dade County Code.

#### **A. Zoning Administrative Services.**

The Miami-Dade County Department of Planning and Zoning shall provide administrative services on applications for zoning hearings and administrative determinations, as described below.

1. Processing of zoning applications. Until the municipal service assumption date outlined in Article II, the County Department of Planning and Zoning shall receive and process applications for zoning district changes, unusual uses, special exceptions, nonconforming uses, non-use variances and use variances, alternative non-use variances, alternative site development options, sign variances, administrative adjustments, administrative site plan approvals, modifications to conditions of resolutions and covenants and appeals. Until the municipal service assumption date outlined in Article II, the County shall continue to process other land development permits as provided by chapter 33 of the Miami-Dade County Code (county zoning code) as amended from time to time, review Tentative Plats, Waiver of Plats and Final

Plats for conformance with the Comprehensive Development Master Plan and minimum zoning regulations, issue zoning clearance letters, and provide zoning review in connection with applications for building permits for new construction, alterations, or improvements on real property within the City in accordance with the County zoning code and the current practice of the department, including the use of County forms and inspection procedures, for the unincorporated area of the County. Until the municipal service assumption date outlined in Article II, the department will also receive, process and issue certificates of use, as provided by the County zoning code as amended from time to time.

2. Place for making applications. All zoning applications shall be made at the offices of the Department of Planning and Zoning at Stephen P. Clark Center, located at 111 N.W. 1<sup>st</sup> Street, 11<sup>th</sup> Floor, Miami, Florida. All Certificate of Use applications shall be made at the Zoning Permit Section of the County's Department of Planning and Zoning located at the Miami-Dade County Permitting and Inspection Center, 11805 SW 26 Street (Coral Way), Miami, Florida. The County shall assign specific personnel to serve the City for those positions reflected in Exhibit F.
3. Processing. The County's Planning and Zoning Department, hereinafter "the department", shall accept, process and schedule public hearings on zoning applications for land located in the City. The department shall give the City written notice of all pending and new zoning applications for public hearings. All zoning applications and supporting documents shall be furnished to the City Manager or designee within three days of the determination that the application is bona fide and complete. The date, time and place of the zoning public hearings shall be determined by the City and shall be furnished to the department in adequate time to prepare and publish the appropriate notices and posting of public hearing signs in accordance with the applicable regulations. The processing of zoning applications by the department shall include one or more reports providing complete background information, including zoning requests, site data, historical background, pertinent Comprehensive Development Master Plan and zoning hearings standards, neighborhood characteristics, zoning and aerial sketches, and comments and/or analysis from other reporting departments or agencies including the Public Works Department and the Department of Environmental Resources Management. All zoning reports to the extent prepared by the County shall be furnished to the City fifteen days in advance of the public hearing on the respective zoning applications. The evaluation of development plans, written analysis and formulation of recommendations for all applications shall be performed by the City of Doral.
4. Substantial compliance determinations and administrative site plan approvals. The City shall make all substantial compliance determinations in connection with plans previously approved at public hearing by the County or by the City council. The City shall also make determinations on requests for administrative site plan review. The processing of applications for substantial compliance and administrative site plan review shall include the Department's comments and comments from other Departments when applicable. Applications for substantial compliance determinations and requests for

administrative site plan review shall be referred by the department to the City Manager. The City Manager will prepare the analysis on each application and make recommendations for action to the City Council.

5. Administrative adjustments. The department shall receive and process applications for administrative adjustments from site development criteria for single family, duplex and town house developments and provide them to the City. Upon completion of processing, the department shall transmit the applications and comments to the City. The City Manager will prepare the analysis on each application and make recommendations for action by the City Council.
6. Modifications. The department shall receive and process all public hearing or administrative applications to modify and/or delete conditions of prior resolutions and covenants. All modifications and/or deletions to the physical elements of the site plan (i.e., building footprint, parking lot, or landscaping) shall be reviewed and approved by the City Council. The City Manager will prepare the analysis on each application and make recommendations for action by the City Council.
7. Certificate of use. Until the municipal service assumption date outlined in Article II, the County Department of Planning and Zoning shall receive, process, and issue certificates of use. The department shall not issue a certificate of use for any existing development where a change in use is requested unless and until the requested certificate is approved by the City in accordance with the same review procedures described for other development activity. The City shall assume responsibility for certificates of use on the municipal service assumption date outlined in Article II of this agreement hereinafter referred to as "Article II".
8. Legal counsel. The City will provide legal counsel at zoning public hearings and to defend any claims arising out of final actions by the City on the applications.
9. Compensation. The Miami-Dade County Department of Planning and Zoning shall retain all permit fees, penalties, and other fees and charges, except for impact fees, collected by the Department for any application filed or permits reviewed or issued. The impact fees collected within the municipal boundary shall be transferred to the City as per Article III Section C of this agreement.
10. Credit. 15% credit of applicable application fees. The reasons for the credit are as follows:
  - a. No legal counsel at any stage including attendance at public hearing. City of Doral provides all legal counsel functions. Legal counsel review of kits and representation at public hearings are funded by the County's general fund, not zoning hearing fees. Therefore, there is no credit from the County to the City that is applicable for this service.
  - b. No written evaluation analysis nor recommendations on all applications, including substantial compliance determination and administrative site plan approvals; however,

the Miami-Dade County Department of Planning and Zoning (the Department) will still process all applications, prepare background information, provide notices if applicable, and obtain comments from other departments or agencies including Public Works and DERM. The Department will also obtain concurrency review from concurrency review departments. Evaluation analysis and final approval letters for all applications for substantial compliance determination and administrative site plan approvals shall be performed by the City of Doral.

- c. No attendance of Department of Planning and Zoning representatives at public hearings.
- d. No Administrative Site Plan Review (ASPR) decision letters. The City of Doral Council and the City of Doral staff will conduct such ASPR decisions and prepare and sign decision letters, respectively. However, the Department of Planning and Zoning shall continue to accept applications for ASPR and for Substantial Compliance Determinations, process them in the usual manner, prepare background information, provide notices if applicable, and obtain comments from reporting departments or agencies including DERM and Public Works. The Department will also obtain concurrency review from concurrency review departments.
- e. No Substantial Compliance Determination decision letters. The City of Doral Council and the City of Doral staff will conduct such Substantial Compliance Determination decisions and prepare and sign decision letters, respectively. However, the Department of Planning and Zoning shall continue to accept applications for Substantial Compliance Determinations, process them in the usual manner, prepare background information, provide notices, and obtain comments from reporting departments and agencies including DERM and Public Works. The Department will also obtain concurrency review from concurrency review departments.
- f. Zoning kit packages for Council members are prepared by City of Doral.
- g. City of Doral delivers zoning kit packages to Council members.
- h. City of Doral drafts all legislation (resolutions) approving/denying items.
- i. The City of Doral will update its official zoning maps. However, the Department will continue to update its copies of the City of Doral zoning maps in order to continue to provide zoning information and interpretation services.
- j. No written analysis or recommendations on vested rights and extension of capacity reservations. The Department will still process applications in the usual manner.
- k. On all Developmental Impact Committee (DIC) matters the County's involvement ends after DIC Lower Council review. All Departmental comments on DIC matters shall be forwarded to the City of Doral for further processing, development of an analysis and recommendation to the City Council, and scheduling.

## **B. Miami-Dade Building Department.**

Permitting. The Miami-Dade Building Department, hereinafter "the department", shall process and issue building permits for all applications received prior to the municipal service assumption date outlined in Article II, for new construction, alterations, repairs or demolitions on real property within the City of Doral's boundaries. The City and County understand and agree that the review process for issuing building permits includes compliance with National Flood Insurance Program (NFIP) regulations. These

regulations mandate that an entity apply to participate in the NFIP within 180 days of incorporation. The County therefore agrees to continue to conduct reviews for NFIP compliance until the assumption date outlined in Article II. The County is willing to meet with City officials to provide training in NFIP regulations as may be needed for the City to assume these duties. The Miami-Dade Building Department shall process and issue all subsidiary building permits associated with a master permit issued as provided for above to ensure completion of a project. For the purpose of this agreement, a master permit is defined as the primary building permit issued by the Building Official which enables the permit holder to commence construction, alteration, repair, installation or demolition work. A subsidiary permit is any ancillary permit required under the Building Code to complete a project commenced under a master building permit as determined by the Building Official. A subsidiary permit may be in the same or a different trade as the master permit. The Miami-Dade Building Department's services shall include the performance of all required inspections, plan reviews, and the issuance of the applicable Certificate of Occupancy and/or Certificate of Completion.

1. Permit Records and Reports.

- a. Within thirty (30) days from execution of this Agreement, the Miami-Dade Building Department shall deliver to the City Manager a written report listing each active master permit and subsidiary permit issued within the boundaries of the City. This report shall include the address of the property, the permit numbers, description of permit type, and the dates the permits were issued and the last inspection date and type for the open permits. This report shall be updated monthly.
- b. The Miami-Dade Building Department shall maintain all other records related to Building Department services performed by the Miami-Dade Building Department within the City's boundaries in accordance with its current practice for the unincorporated area as required by law.

2. Compensation.

The Miami-Dade Building Department shall retain all permit fees, penalties, and other fees and charges collected by the Miami-Dade Building Department for any application filed or permits issued prior to the City assuming building services. The Miami-Dade Building Department shall retain all permit fees for any required subsidiary permits issued by the Miami-Dade Building Department pursuant to the provisions of paragraph "a" above, regardless of the date of issue.

3. Expired Permits.

On or before 30 days after the City begins providing building services, the Miami-Dade Building Department shall provide a report to the City listing any permit for work within the City's boundaries that expired prior to the City's assumption of building services. The list shall include the permit number, job address, description of permit type and last inspection date and type. Each month thereafter within 15 days after the end of each

month, the Miami-Dade Building Department will provide the City with an updated report listing any permits that expired within the previous calendar month. Copies of any available permit application, plans, files or other documents related to an expired permit may be obtained from the Miami-Dade Building Department upon written request of the City at the cost specified for the reproduction of documents contained in the Miami-Dade Building Department's fee schedule. After assumption of municipal services as outlined in Article II, the City shall be responsible for enforcement actions relating to any expired permit reported to the City by the Miami-Dade Building Department. It is in the complete and sole discretion of the City to engage in any enforcement action relating to any expired permit.

4. Building Department Authority/Responsibility.

The Miami-Dade Building Department in its performance of the services set forth in this agreement is authorized and designated to continue to act on behalf of the City as the City's Building Official in accordance with any applicable building codes and Chapter 468, Florida Statutes until the City assumes responsibility on the municipal service assumption date outlined in Article II. The City will assume responsibility for processing any permit applications submitted on or after the municipal service assumption date outlined in Article II, performing inspections on any permits issued by the City and proceeding with enforcement on expired permits and all cases transferred by the County in accordance with the terms of this agreement. Under this agreement, as of the municipal service assumption date outlined in Article II, the County will only retain authority to process subsidiary permits tied to master permits issued prior to the municipal service assumption date outlined in Article II, and perform all inspections for the master and subsidiary permits issued by the County until the issuance of the Certificate of Completion, Certificate of Occupancy, or expiration of the permit.

5. Enforcement.

The Miami-Dade Building Department shall continue, until the municipal service assumption date outlined in Article II, with any Building Code enforcement case initiated as a result of the receipt of a complaint or opening of a case file prior to the municipal service assumption date outlined in Article II. As of the municipal service assumption date outlined in Article II, the Miami-Dade Building Department shall close all active enforcement cases and provide the City with a list of the closed cases.

The Miami-Dade Building Department shall be entitled to retain all fines, fees, costs and penalties resulting from the investigation and pursuit of any enforcement action initiated under this section above for the cases closed by the Miami-Dade Building Department. This includes the payment of any lien filed or amount paid in satisfaction of a court judgment. In the event a Building Code enforcement case is turned over to the City for completion of any enforcement action, the Miami-Dade Building Department shall be entitled to collect any fines, fees, or penalties owed to the Miami-Dade Building Department as of the date the case is turned over to the City. The City shall negotiate on a case by case basis with the Building Department on any share that it may be entitled to. In addition, the Miami-Dade Building Department shall be entitled to collect



all enforcement fees and costs accrued in the matter of any unsafe structures enforcement case that is closed by the Miami-Dade Building Department after this Agreement is executed. If the unsafe structures enforcement case is turned over to the City, then the Miami-Dade Building Department shall only be entitled to recover those fees and costs which have accrued up to the date the case is transferred to the City.

**C. Plat Approval Administrative Services.**

Until the municipal service assumption date outlined in Article II, the Miami-Dade County Public Works Department shall provide administrative services on applications for plat approval and waiver of plat requirements, as described below.

1. Processing applications for plat approval and waiver of plat. The Miami-Dade County Public Works Department shall receive and process applications for tentative and final plat approval and for waiver of plat requirements on real property located within the City as provided by chapter 28-1 (L) of the Miami-Dade County code (subdivision regulations), other provisions of the County Code and the current practice of the department, including the use of County forms and inspection procedures, for the unincorporated area of the County.
2. Place for making applications. All applications shall be made at the offices of the Division of Land Development Public Works Department at the Stephen P. Clark Center, located at 111 N.W. 1<sup>st</sup> Street, 14<sup>th</sup> Floor, Miami, Florida.
3. Review by the City. Upon receipt of an application for approval of a tentative plat or waiver of plat, the department shall transmit one copy of the application and one copy of the plat or waiver of plat, to the City Manager. Upon completion of the processing and review of the Plat Committee, the department shall transmit one copy of the Notice of Action taken on the tentative plat or the waiver of plat to the City for approval by the City Council together with all the backup documentation and conditions. Upon receipt by the department of the approval of the tentative plat by the City Council, the final plat shall be submitted to the Public Works Department for processing and review. Upon completion of said review, the Public Works Department shall submit the final plat to the City for approval by the City Council together with all back up documentation including prior zoning approvals, bonds, and special taxing district approval, if required. The City shall then return the executed final plat to the department for recordation in the Public Records of Miami-Dade County Florida.

4. Special Taxing Districts

Pursuant to City Resolution No. 03-40, the County shall continue to accept and process petitions for special taxing districts in accordance with Section 18-2 of the Miami-Dade County Code.

5. Legal counsel. The City will provide legal counsel and defend any claims arising out of final actions by the City on the applications.

6. Compensation. The Miami-Dade County Department of Public Works shall retain all plat review fees, penalties, and other fees and charges collected by the Department for any application filed or permits reviewed or issued.

**D. Comprehensive Development Master Plan.**

1. The City acknowledges, pursuant to article VIII, section 8.3 of the City charter, that the Miami-Dade County Comprehensive Development Master Plan (CDMP) is the controlling master plan for the City until the City prepares and adopts its own comprehensive plan in accordance with chapter 163, Florida Statutes.

2. Until the City prepares and adopts its own comprehensive plan, amendments to the CDMP the City agrees to utilize the department of planning and zoning and procedures set forth in the code of Miami Dade County for processing plan amendments which must be made in accordance with the County's plan amendment process as modified by the City. The City will be given written notice by the County of any applications requesting plan amendments for property in the City's boundaries. The notice shall include copies of the application, maps, and supporting documentation. Notices shall be delivered to the City within seven (7) business days after the application is found to be complete by the County and fee payment has been received. All amendments to the CDMP within the City shall be heard and decided by the City Council.

3. The department shall provide written notice to the City, in accordance with the Intergovernmental Coordination Element of the CDMP, of any proposed amendments to the plan or map for areas adjacent to the City.

4. Compensation. The Miami-Dade County Department of Planning and Zoning shall retain all CDMP plan amendment fees, and other fees and charges collected by the Department for any plan amendment application filed within the City's boundaries.

5. Legal counsel. The City will provide legal counsel and defend any claims arising out of final actions by the City on the applications.

6. Credit. 10% credit for applicable application fees. The reasons for the credit are as follows:

- a. No legal counsel at any stage including attendance at public hearing. City of Doral provides all legal counsel functions.
  - b. No analysis or recommendations on applications. The Department of Planning and Zoning (the Department) will provide all applications as they are submitted by the applicant.
  - c. The Department of Planning and Zoning will provide all public hearing notices, including newspaper advertisements, consistent with the Code and statutory requirements, and including courtesy property notices, if applicable.
  - d. No attendance of Planning and Zoning Department representatives at public hearings.
  - e. Comprehensive Development Master Plan (CDMP) amendment hearing packages for Council members are prepared by City of Doral.
  - f. City of Doral delivers CDMP amendment hearing agenda packages to Council members.
  - g. City of Doral drafts and delivers all resolutions and ordinances for CDMP amendment cycle applications.
  - h. The Department will prepare updates to the CDMP adopted text and 2005-2015 Land Use Plan map and will continue to prepare and retain fees from CDMP plan interpretation letters and concurrency letters.
  - i. The City of Doral will be responsible for transmitting all required documentation for proposed amendment applications to the State Department of Community Affairs (DCA) and other state agencies for review of transmitted applications at the transmittal stage, and transmittal of all required documentation to DCA and state agencies for adopted amendments.
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#### **E. Code Enforcement Services.**

Until the municipal service assumption date outlined in Article II, the Miami-Dade County Team Metro and Building Department shall provide code enforcement services in accordance with current practice in the unincorporated area and at service levels provided in that year's County budget.

1. Team Metro. Shall provide code compliance experts to address all relevant issues under its jurisdiction in the County's Code as modified by the City including but not limited to overgrown lots, illegal signs and objects, abandoned vehicles, residential and commercial zoning violations, and minimum housing standards. The department will also address graffiti removal.

#### **2. Compensation.**

The Miami-Dade County Department of Team Metro shall retain all fines, fees, costs, penalties, lien fees as well as administrative charges resulting from the investigation and pursuit of any enforcement action initiated by the department and closed by Team Metro. This includes the payment of any lien filed or amount paid in satisfaction of a court judgment. In the event a Team Metro code enforcement case is turned over to the City for completion of any enforcement action. The department shall be entitled to collect any fines, fees, or penalties owed to Team Metro as of the date the case is

turned over to the City. In addition, Team Metro shall retain all revenues from service liens placed for corrective action taken by the Department.

3. Building Department. Until the City begins providing building services, the department shall, either directly or through contractors, provide code enforcement for building permit violations, unsafe structures, and working without permits.

**F. Public Works Services.**

1. The City understands and agrees that the County conveys local roads within the boundaries of the City in as-is condition. The Miami-Dade County Department of Public Works, and other departments, directly or through their contractors, shall provide the following municipal public works services in accordance with applicable portions of the Miami-Dade County Standards, Florida Department of Transportation Standards and/or Manual on Uniform Traffic Control Devices Standards and at the service levels provided in the currently adopted County budget. These services are limited to street and street right-of-way maintenance services, shoulder repair, pothole patching and asphalt patching of sidewalks and bike paths, landscape maintenance services of medians, swales and roadside safety mowing along County rights-of-way, maintenance or replacement of traffic control signs, and maintenance of street lighting as well as maintenance and installation of guardrail. Stormwater management services will be provided by the County until City exemption from the Utility is approved by Resolution through the Miami-Dade County Board of County Commissioners.
2. The streets listed in Exhibit A shall remain County streets and shall be maintained by the County. The County shall transfer municipal streets as listed in the section sheets provided by the Miami Dade Public Works department to the City after the execution of this agreement. The transfer of jurisdiction shall be accomplished by resolution prepared and approved by the County and accepted by the City. The transfer shall be effectuated by no later than October 1, 2004 unless otherwise agreed to by both parties.
3. Countywide funds will continue to be used for analysis, design, installation, maintenance and replacement of traffic signs, pavement markings, and traffic signals, which shall remain under County jurisdiction, and other countywide responsibilities.
4. Permitting:  
The Miami-Dade Public Works Department shall review and issue the appropriate permits associated with a building permit (driveways, subdivisions, parking lots, paving and drainage for on-site developments) and for any proposed construction activity within all County maintained road right-of-way prior to the municipal service assumption date outlined in Article II.
5. The Miami-Dade Public Works Department shall continue to have the sole responsibility to review and issue permits, as described above, for any proposed construction activity

within the county maintained road right-of-way (Exhibit "A") after the municipal service assumption date outlined in Article II.

6. Reservation of Rights by the City:

The City reserves the right to place street identification signs of a uniform character throughout the City and to change and/or enhance rights of ways within its jurisdiction at the City's cost, subject to prior approval by the County, said approval not to be unreasonably withheld or delayed. Additionally, the City can paint and/or upgrade their local roads' light poles at its own cost.

7. Permit Records:

- a. On or before the municipal service assumption date outlined in Article II, the Miami-Dade Public Works Department shall deliver to the City Manager a written report listing each permit issued within the boundaries of the City. This report shall include the address of the property, the permit numbers, description of permit type, and the dates the permits were issued and the last inspection date and type for the open permits.
  - b. The Miami-Dade Public Works Department shall maintain all other records related to Public Works Department services performed by the Miami-Dade Public Works Department within the City's boundaries in accordance with its current practice for the unincorporated area as required by law.
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## **G. Parks and Recreation Services.**

The City understands and agrees that the County will convey local parks within the boundaries of the City in as-is condition. The parks to be conveyed by Miami-Dade County in as-is condition to the City of Doral are: Doral Meadow Park, Doral Park, and Miami West Park. Additional terms and conditions regarding the proposed municipality's responsibilities to operate, develop and maintain the conveyed parks will be set forth in an inter-local agreement between the County and the City at the time the parks are transferred by the terms of the park conveyance Interlocal agreement.

The Miami-Dade County Park and Recreation Department, directly or through its contractors, shall continue to maintain and provide recreation programs at the following facilities: Doral Meadow Park, Doral Park, and Miami West Park until the deeds to the property are transferred by the County to the City in as-is condition and the maintenance and program responsibilities are assumed by the City under an Interlocal agreement. The time at which County maintenance responsibilities will end will be governed by the terms of the park conveyance Interlocal agreement. Actual operating costs, including normal park maintenance, programs, services and administrative support, will be charged to the City. Actual capital costs, related to projects approved by the City within all parks, will be charged to the City. Any program costs that exceed fee revenue will be the responsibility of the City. All current services will be provided to the city until such time as the City directs the county otherwise. These services may include but are not be limited to:

1. Grounds and facility maintenance, including open turf and landscaped areas, sport fields, swales, parking lots, recreation and support buildings.
2. After-school programming, including staff, equipment, supplies and essential commodities.
3. Administrative support for finance, property management, operations and capital development.

Bond funds beyond those the county has been authorized to expend from the Quality Neighborhood Improvement Projects currently allocated to the City shall remain within the City to be used for their original purposes.

At the time of a conveyance of a park to the City, the County shall also transfer to the City all park impact fees collected within the municipal boundary since the City incorporated that have not already been allocated for Doral Park, Doral Meadows Park and Miami West Park.

#### **H. Police Services.**

The provision of local and specialized police service are pursuant to the Miami-Dade County Code.

**Local Patrol Services** will be provided by the MDPD during the transition period at the same level being provided to the area by the current County Budget until such time as a change in service level has been approved by both parties by approval of the Local Patrol contract between the City and the County or until the city adopts a resolution of its council outlining this request and the County Manager (or the County Commission) accepts this request and authorizes a change in service level. The City will contract with the Miami-Dade Police Department for the provision of local police services for three years. During the transition period, local police services will be billed using the average cost associated with servicing the area as outlined in Exhibit B.

**Specialized Police Services** will be provided by the Miami-Dade Police Department to the City during the transition period at the same level being provided to the area by the current County Budget. Specialized police services will be billed using the methodology averaging the last three years of activity in the area as detailed in Exhibit C.

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#### **I. Transit Services**

The City reserves the right to upgrade and replace bus benches and shelters and all additional costs incurred for said additions and/or modifications will be paid by the City.

#### **J. County Reports.**

The Department of Planning and Zoning, Building, Team Metro, Parks and Recreation, and Public Works Departments will maintain records in accordance with current practice for the unincorporated area and shall provide the City, within 30 days after the end of each month, a monthly activity report of all services provided during the preceding 30-day period.

**ARTICLE II**  
**ASSUMPTION OF SERVICES BY THE CITY**

**A. Transfer Notice.**

When the City desires to provide any of the municipal services that are provided by the County pursuant to this agreement, excluding those maintained pursuant to the Miami-Dade County Code specifically, solid waste collection and disposal, fire rescue services, library services, specialized police services in perpetuity and local patrol police services for no less than three years; the City shall deliver a written transfer notice to the County in which the City will identify the service and the date the City will commence providing the service. The transfer notice shall be given not less than the time periods specified below prior to the transfer date.

Planning and zoning	60 days
Public works	30 days
	BCC
Stormwater management	Resolution Required
Park and recreation services	30 days
Code enforcement (Team Metro)	30 days
Building Department	60 days

**B. Dates of Assumption of Services.**

Planning and zoning	October 1, 2004
Public works	October 1, 2004
Stormwater management	BCC Resolution Required
Park and recreation services	October 1, 2004
Code enforcement (Team Metro)	October 1, 2004
Building Department	October 1, 2004
Permit review for NFIP	October 1, 2004

**C. The County as Municipal Service Provider.**

Should the City wish to contract with the County for the continued provision of municipal services beyond the assumption of service date, the terms and conditions including the level of service and contract rate shall be established and executed by mutual agreement between the City and the County.



**D. Transition Agreements.**

Upon receipt of a transfer notice, the County shall, on the transfer date, cease providing the municipal service specified in the notice. At any time during the life of this agreement, the Planning and Zoning, Building, Team Metro, Public Works, and Park and Recreation Departments shall, upon the City's request, make available to the City all files concerning matters reasonably relevant to the City and provide any information reasonably requested by the City related to municipal type services provided by the County to the City, upon written request of the City, at a cost specified in the applicable Fee Schedule or actual cost incurred if not covered by applicable Fee Schedule except for files that contain information obtained during the last year (January 2003 – forward).

**E. Payment and Revenue Issues Associated with Transfer of Services.**

In the event the City, through a transfer notice begins providing its own municipal service(s) prior to the date of assumption of services applicable to that service(s), no further payment will be required from the City to the County for that service(s) after the actual transfer of the services other than the payment of any outstanding balances due as of the transfer date. Revenues attributable to the City received by the County will be used to cover the cost of services provided by the County pursuant to this agreement to the extent these revenues are sufficient to pay the cost of such services. The County will audit the amounts received to cover the cost of services during the term of this agreement as provided hereunder. Any amounts exceeding the cost of services provided by the County hereunder will be paid to the City. In the event the revenues attributable to the City which are collected by the County are less than the cost of the services being provided to the City, payment by the City to the County will be due on or before September 30, 2004. In the event the revenues attributable to the City which are collected by the County are more than the cost of the services being provided to the City, payment by the County to the City will be due on or before September 30, 2004. A reconciliation will be prepared and forwarded to the City; repayment by the City or the County is required within 30 days of receipt of the reconciliation. If payment is not received by the 30<sup>th</sup> day after receipt of the reconciliation, then interest on the amount owed equivalent to that which the County earns on its pooled investments during that same time period will be charged to the party owing payment. The obligation of the City and/or the County to pay amounts owed shall survive the termination or expiration of this agreement and shall be a continuing obligation of the City and/or County, until such time as those amounts and any interest thereon are paid in full. Revenue and expense figures for the time frame commencing June 24, 2003 to September 30, 2003 are estimated as set forth in Exhibit "E". County shall concurrent with this Agreement disburse to the City the funds set forth in Exhibit "E". In the event that upon final reconciliation the final amount is different than as set forth in Exhibit "E", the City or the County shall have 30 days to pay amounts owed to the other party. Final reconciliation is defined as the audit and research of amounts collected and spent by the County on behalf of the City in accordance with this Agreement.

### ARTICLE III FINANCE

The parties acknowledge that residents, property owners and businesses of the City of Doral were responsible for paying and continue to pay UMSA 2003 ad valorem taxes, fees for stormwater management, building permit and zoning application fees, franchise, utility and other revenues for the provision of UMSA municipal services for the period since incorporation on June 24, 2003. In consideration of the receipt of these revenues by the County, the County has and shall continue to provide municipal services in the boundaries of the City for Doral at the same level of service as had been provided prior to the date of the City's incorporation in accordance with the terms of this contract.

The estimates set forth in this contract are estimates only. While they reflect budgeted costs for current service levels they do not represent the actual cost that will be reconciled once services are rendered, therefore, the actual revenues and expenses may be more or less than set forth in this agreement.

#### **A. Estimated Revenues From June 24, 2003 to September 30, 2004.**

1. Ad Valorem Taxes are estimated by the County's Office of Strategic Business Management department. The City is eligible to, and shall receive a credit for all ad valorem taxes pro-rated for the period between June 24, 2003 and September 30, 2003 which is \$3,205,654. The City will also receive credit for ad valorem taxes from October 1, 2003 through September 30, 2004 estimated at \$12,021,204.
2. Electric Franchise Fees are collected by the County under a franchise agreement with Florida Power & Light Company which expires May 25, 2020. Franchise fees are remitted to the County in July of each calendar year for collections occurring in the prior calendar year. The County will provide an accounting of electric franchise fees for the City of Doral. The City is eligible to, and shall receive credit for the net electric franchise fees generated within the City's corporate limits and budgeted by the County for fiscal year 2003-04 and for the period from June 24, 2003 to September 30, 2003 for the fiscal year 2002-03. These electric franchise fees are \$347,261 for the period June 24, 2003 to September 30, 2003, for the period October 1, 2003, through September 30, 2004 the estimated electric franchise fees are \$1,302,227.
3. Electric Utility Taxes are remitted from Florida Power & Light to the County based on electrical usage. The City is eligible to, and shall receive credit for electric utility taxes for the periods between June 24, 2003 and September 30, 2003, and October 1, 2003 through September 30, 2004. The electric utility taxes for the period June 24, 2003, through September 30, 2003, are \$409,487 for the period October 1, 2003, through September 30, 2004 the estimated electric utility taxes are \$2,233,563. Pursuant to Resolution R-1152-03 the County advanced the City \$300,000 of utility

taxes for startup costs. Additionally the County, pursuant to Resolution R-1393-03, advanced the City another \$300,000 of utility taxes for startup costs.

The City will continue to be responsible for its pro rata share of the debt service for the QNIP bond indebtedness and receive the credit for the electric utility taxes throughout future fiscal years until the bonds are retired or the City pre-pays its portion of the debt service. Afterward, the City will receive electric utility taxes directly.

4. Gas Utility Taxes are remitted to the County by natural gas providers within Miami-Dade County. The City is eligible to, and shall receive gas utility tax credit for the periods between June 24, 2003, through September 30, 2003, and October 1, 2003, through September 30, 2004. Gas utility taxes are \$7,110 for the period from June 24, 2003, through September 30, 2003 and estimated at \$38,785 for the period from October 1, 2003, through September 30, 2004.

The City will continue to receive the credit for the gas utility taxes throughout fiscal years until the QNIP bonds are retired or the City pre-pays its portion of the debt service. Afterward, the City will receive gas utility taxes directly.

5. Water Utility Taxes are remitted to the County through the Miami-Dade County Water and Sewer Department. The City is eligible to, and shall receive water utility tax credits for the periods between June 24, 2003 through September 30, 2003, and October 1, 2003, through September 30, 2004. The amount of tax remitted will be reduced by the portion of QNIP bond indebtedness attributable to the City, estimated at \$454,000. Water utility taxes from June 24, 2003, through September 30, 2003 are \$44,000, for the period October 1, 2003, through September 30, 2004, are estimated at \$240,000 and are not net of bond indebtedness. The City will continue to receive the credit for the water utility taxes throughout future fiscal years until the bonds are retired or the City pre-pays its portion of the debt service. Afterward, the City will receive water utility taxes directly.

6. Unified Communications Services Taxes are collected by the State of Florida and remitted to the County. The City is eligible to, and shall receive credit for Communications Services Taxes for the periods of June 24, 2003, through September 30, 2003 and October 1, 2003 through December 31, 2003. Communications Services Taxes are \$355,400 for the period of June 24, 2003 to September 30, 2003 and for the period October 1, 2003, through December 31, 2003 after which the City will receive the tax revenue directly from the State of Florida are estimated at \$888,500.
7. Occupational License Taxes are collected by the County in August of each year for the coming year. The City is eligible to, and shall receive credit for the UMSA portion of the County's occupational license as billed in August of 2003, for the periods June 24, 2003, through September 30, 2003 and for all licenses issued up and until the City assumes the function of issuing occupational licenses. The revenues for June 24, 2003 to September 30, 2003 are \$214,302.
- The City will be responsible for billing and collecting occupational license fees after the August 2003 cycle. The parties acknowledge that the City will be responsible for collecting the municipal occupational license fees in 2004.
8. The One-half Cent Sales Tax is remitted by the State to the County. The City is eligible to, and shall receive credit for the sales tax for the periods June 24, 2003, to June 30, 2003. The sales tax revenue for this period is \$20,533 and for the period July 1, 2003 to September 30, 2003, the amount is \$102,667.
9. Local Option (Five and Six Cents) Gas Taxes are remitted by the State to the County. The City is eligible to, and shall receive credit for the Local Option Taxes for the periods June 24, 2003, through June 30, 2003, the revenues from the five and six-cent local option gas taxes attributable to the City of Doral for this period are \$7,202 and for the period July 1, 2003 to September 30, 2003, the amount is \$36,008. The City will receive this revenue directly from the State.
10. Alcoholic Beverage Fees are remitted from the State to the County. The City is eligible to, and shall receive credit for alcoholic beverage fees for the periods June 24, 2003, to June 30, 2003. The City will begin to receive the fees directly from the State. Revenues for June 24, 2003, to June 30, 2003, are \$67 and for the period July 1, 2003 to September 30, 2003, the amount is \$333.
11. Impact Fees are collected by the County for Parks, Police, Fire and Emergency Services, Educational Facilities and Public Works services. The City is eligible to, and shall receive credit for impact fees, excluding the administrative portion of the fee, collected within it's City boundaries for Police and Parks Services for the periods June 24, 2003 to September 30, 2003, and October 1, 2003, through September 1, 2004 or until such time as the City and the County agree that the County will no longer collect Police and Parks impact fees for the City. Based on collections from June 24, 2003, through September 30, 2003, Police Impact Fees are \$40,334 and Parks Impact Fees

are \$197,901. Actuals will be tracked and remitted to the City for the periods listed above. The City will not receive Public Works, Fire and Emergency Services, Educational Facilities Impact Fees that are used to fund projects within districts that include the City of Doral.

12. Fines and Forfeitures are collected by the County through the Clerk of the Court. The fines and forfeitures are attributable to those collected within the boundaries of the City. The City is eligible and shall receive credit for fines and forfeitures for the periods June 24, 2003, to September 30, 2003, and October 1, 2003, to September 30, 2004 or until such time as the City contracts for local patrol services. Fines and forfeitures are \$36,800 for the period from June 24, 2003, through September 30, 2003 and estimated at \$138,000 for the period from October 1, 2003 through September 30, 2004.
  13. Interest Earnings The City and County are eligible and shall receive credit for interest earnings for the periods June 24, 2003, to September 30, 2003, and October 1, 2003, to September 30, 2004 or until such time as the County reconciles the revenues and expenses and payment of the net balance is remitted. Interest earnings are \$12,452 for the period from June 24, 2003 through September 30, 2003. Interest equivalent to that which the County earns on its pooled investments during that same time period will be charged.
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14. Summary Revenue Estimates. Exhibit E displays revenue estimates as provided by the County for the 4-month period 6/24/03 to 9/30/03 and the 12-month period 10/1/03 to 9/30/04.
  15. Burglar Alarm. The parties acknowledge their intent to explore the possibility of entering into a separate Interlocal agreement to permit the County to administer the Burglar Alarm Ordinance for the City.

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**B. Expenses From June 24, 2003 to September 30, 2004.**

1. Local Patrol Police Services

The County has and will provide the City with local police patrol services prior to entering into the local patrol contract. Based on fiscal year 2002-2003 estimates it is estimated that the cost of services will be \$377,693 per month.

2. Specialized Police Services

The County has and will provide the City with specialized police services prior to entering into the specialized police services contract. Based on fiscal year 2002-2003 estimates it is estimated that the cost of services will be \$1,186 per month.

3. Parks and Recreation Services

The County provided and will continue to provide park and recreation services to the City during the transition period. The transition period services will be billed based on actual expenditures of the Park and Recreation Department. Based on fiscal year 2002-2003 estimates it is estimated that the monthly charge for services will be \$11,192.

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4. Public Works Services

The County provided and will continue to provide public work services to the City during the transition period. The transition period services will be billed based on actual costs of the Miami-Dade Public Works Department. Based on fiscal year 2002-2003 estimates it is estimated that the monthly charge for services will be \$13,668. Emergency events, such as small storms or tornados may cause higher costs in the affected period.

5. Planning, Team Metro and Others

The County is providing these services and will continue to provide them during the transition period. The transition period services will be billed to the City based on 10.1% of direct costs. Direct costs are services being provided by the County not under contract such as local patrol services, specialized police services, parks and recreation services and public works, the cost will be billed as such as long as those direct costs remain. As the direct cost services are transitioned to the City, with the exception of local patrol and specialized police services, or pursued via contract with the County this will be adjusted.

6. Policy Formulation and Internal Support

The County provided and will continue to provide policy formulation and internal support services during the transition period. The transition period services will be billed to the City based on 5.6 percent of direct costs.

7. Quality Neighborhood Improvement Program (QNIP)

The FY 03-04 estimated payment for the City of Doral is \$454,000. For the period from June 24, 2003, through September 30, 2003 the estimated payment is \$121,067. The pro rata share is calculated as provided hereunder.

The County issued Public Service Tax Revenue Bonds, Series 1999 and Series 2002 prior to the City's incorporation, which are currently outstanding in the respective principal amounts of \$71,295,000 and \$55,275,000 (collectively the "PST Bonds"). The PST Bonds are payable from Public Service Taxes (defined below) collected in the unincorporated area and in the municipalities incorporated within the County since July 2, 1996. The County receives Public Service Taxes pursuant to Section 166.231, Florida Statutes, and as of October 1, 2001, from a communications service tax assessed pursuant to Chapter 202, Florida Statutes and Section 29 of the County Code (collectively, "Public Service Taxes"). Within 30 days of the adoption of the municipal charter, the new City agreed to enact an ordinance, pursuant to Section 166.231, Florida Statutes, authorizing the levy of the public service tax at a rate no less the rate established by the County for electrical, water and gas services prior to the incorporation of the City. The City further agreed immediately following its incorporation to enact an ordinance, pursuant to Section 202.19, Florida Statutes, authorizing the levy of the communication services tax at a rate no less than the rate established by the County for communications services prior to the incorporation of the City.

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The City agrees that, until the PST Bonds have been paid or provision made for their payment pursuant to Article X of Ordinance No. 96-108, enacted by the Board on the July 2, 1996 authorizing the issuance of the PST Bonds, the County shall have the right to receive and apply to debt service on the PST Bonds all of the Public Service Taxes collected in the unincorporated area and within the boundaries of the proposed City. The proposed City's debt service obligation as to the PST Bonds in each fiscal year or portion thereof following incorporation shall be its pro rata share of such debt service obligation. The proposed City's pro rata share of the debt service obligation accruing on the PST Bonds during each fiscal year while the PST Bonds are outstanding will be equal to that percentage of the total debt service accruing on the PST Bonds in such fiscal year calculated by multiplying such total debt service by a fraction the numerator of which will be the total amount of Public Service Taxes collected within the boundaries of the unincorporated area comprising the boundaries of the proposed City during the fiscal year prior to the incorporation of the proposed City and the denominator of which will be the total amount of Public Service Taxes collected in the entire unincorporated area of the County and the municipalities incorporated within the County since July 2, 1996 during the fiscal year prior to the incorporation of the proposed City.

The balance of the Public Service Taxes collected within the boundaries of the City shall be remitted to the City after the County satisfies its monthly and annual debt service requirements for the Public Service Tax Bonds.

The County has issued Stormwater Utility Revenue Bond Series 1999 (the "Stormwater Bonds") of which \$38,805,000 remains outstanding, payable from the stormwater utility

fees collected in the unincorporated area and within the exempted cities (defined below). The County assesses and collects the stormwater utility fee pursuant to Sections 24-61 through 24-61.5 of the County Code, and Section 403.0893, Florida Statutes (the "Stormwater Utility Fees").

The proposed City agrees that until the Stormwater Bonds have been paid or provision made for their payment pursuant to Article IX or Ordinance No. 98-187, enacted by the Board on December 15, 1998 authorizing the issuance of the Stormwater Bonds, the County shall have the right to receive and apply to debt service on the Stormwater Bonds all of the Stormwater Utility Fees collected in the unincorporated area, within the boundaries of the proposed City and within the five cities exempted from County Ordinance No. 91-66, as amended (the "Exempted Cities"). The City's debt service obligation as to the Stormwater Bonds in each fiscal year of portion thereof following incorporation shall be its pro rata share of such debt service obligation. The proposed City's pro rata share of the debt service obligation accruing on the Stormwater Bonds during each fiscal year while the Stormwater Bonds are outstanding will be equal to that percentage of the total debt service accruing on the Stormwater Bonds in such fiscal year calculated by multiplying such total debt service by a fraction of the numerator of which will be the total amount of Stormwater Utility Fees collected within the boundaries of the unincorporated area comprising the boundaries of the unincorporated proposed City during the fiscal year prior to the incorporation of the proposed City and the denominator of which will be the total amount of Stormwater Utility Fees collected in the entire unincorporated area of the County, within the Exempted Cities and within the municipalities incorporated in the County since July 2, 1996 during the fiscal year prior to the incorporation of the City.

The balance of the Stormwater Utility Fees collected within the boundaries of the City shall be utilized by the County to provide Stormwater management services, until City exemption from the Utility is approved by Resolution through the Miami-Dade County Board of County Commissioners.

The intent of this section is to ensure that the proposed City continues to collect revenues on behalf of the County which were collected by the County prior to the incorporation of the City and which were pledged and relied upon to pay for capital improvements provided by the County to the then existing unincorporated area to the benefit of the proposed City.

8. Elections

The County provided the City with election services during the transition period. It is estimated that the total cost of services will be \$71,010.

9. Other fees for County Services

The County provided the City with sound system services during the transition period. It is estimated that the total cost of services will be \$1,360.



#### 10. Mitigation

As provided by Article IX of the City of Doral charter, the mitigation amount payable by the City to the County for FY 2002-2003 is \$1,965,052. The mitigation amount payable by the City to the County for FY 2003-04 is \$7,368,945. In subsequent years, as referenced in Article IX of the City's charter, the mitigation amount payable from the City to the County will be adjusted by the CPI for the residential area, not to exceed 3% over the previous year and by tax roll growth for the CBI area multiplied by 1.5 mills.

Except as otherwise provided for in this agreement, as the City assumes the provision of municipal services, County charges for the services shall cease in accordance with the terms of this agreement.

#### **C. Reconciliation and Transfer of Revenues.**

The net revenues described in Article III. A. accrue to the benefit of the City as described therein. The County is entitled to be compensated for the provision of services identified in Article III. B pursuant to the terms provided herein. These amounts are summarized in Exhibit E.

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The County shall provide a monthly accounting of actual revenues and expenses described in Articles III. A. and B. This accounting shall be completed no later than 45 days after the month end.

Concurrent with this Agreement, the County has provided a final accounting and reconciliation for the period June 24, 2003, through September 30, 2003. Net payment shall be due 30 days after this Interlocal agreement is approved by the Miami-Dade Board of County Commissioners. The County shall also provide a final accounting and reconciliation for the period October 1, 2003, through September 30, 2004. Should the Interlocal be extended, the final reconciliation will be provided 90 days after the termination of the Interlocal.

On October 1, 2004, if the revenue attributable to the City and withheld by the County outweighs the services provided to the City, the County will provide payment to the City of 90% of the estimated surplus for fiscal year 2003-2004 budget as provided in Exhibit "E" within 30 days. The remaining 10% will be paid to the City at the time of the final reconciliation which shall be completed by December 31, 2004. If payment is not received by the 30<sup>th</sup> day then interest equivalent to that which the County earns on its pooled investments during that same time period will be charged. In the event the revenues attributable to the City do not cover the services being provided to the City, payment by the City to the County will be due on or before September 30, 2004. A reconciliation will be prepared and forwarded to the City; repayment by the City or the County is required within 30 days of receipt of the reconciliation. If payment is not received by the 30<sup>th</sup> day then interest equivalent to that which the County earns on its pooled investments during that same time period will be charged. The obligation of the City to pay expenses which exceed the cost of services shall survive the termination or

expiration of this agreement and shall be a continuing obligation of the City, until such time as those amounts and any interest thereon are paid in full.

Revenue expense figures for the time frame commencing June 24, 2003 to September 30, 2003 are estimated to be as set forth in Exhibit "E". County shall concurrent with this Agreement disburse to the City the funds set forth in Exhibit E. In the event that upon final reconciliation the final amount is different than as set forth in Exhibit E, the City and/or County shall have 30 days for paying amounts owed to the other party.

Final reconciliation is defined as the audit and research of amounts collected and spent by the County on behalf of the City in accordance with this Agreement.

#### **ARTICLE IV** **SERVICES EXCLUDED FROM THIS AGREEMENT**

Other than as specifically set forth herein, this agreement does not apply to, and the County shall continue to provide and bill the city for the following services:

Library	Special taxing district.
Fire-Rescue	Special taxing district.
Water and Sewer Services	The City is included in the area served by the Water and Sewer Authority Department. Residents are billed directly for the service.
Solid Waste Collection	Private trash collection in place on the date of incorporation within the residential and commercial areas of Doral will continue. The County's Department of Solid Waste Management will provide services to all new residential customers and continue serving existing customers.
Specialized Police Services	As a permanent special condition for incorporation, the City is required to contract with and pay for specialized police services from the Miami-Dade County Police Department. This cost will be offset (credited) by the countywide taxes paid by the City residents for specialized police services.
Local Patrol Police Services	As a special condition for incorporation, the City is required to contract with and pay for local patrol police services from the Miami-Dade County Police

Department for an initial period of three years with a one year transition period from a mutually agreed upon date.

Special Taxing Districts  
Public Works

See Exhibit D  
Analysis, design, installation,  
maintenance  
and replacement of traffic signs,  
pavement markings and traffic signals.

Department of Environmental  
Resources Management (DERM)

Maintenance of the County's Secondary Canal System within its right-of-way until such time as the City opts out of the County's Stormwater Utility, at which time an Interlocal Agreement between the City and County will need to be executed to cost-share canal maintenance within the City's geographical boundary. The provisions of this Interlocal agreement do not supersede the authority of Miami-Dade County to enforce the requirements of Chapter 24 of the Code of Miami-Dade County or the authority to enforce any programs delegated to Miami-Dade County by the State of Florida.

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## **ARTICLE V** **INDEPENDENT CONTRACTOR**

The County is, and shall be, in the performance of all work, services and activities under this agreement, an independent contractor and not an employee, agent or servant of the City. Nothing in this agreement shall be construed to create an employment relationship between the City and any County employees.

1. All personnel employed by the County in the performance of this agreement shall be and remain County employees.
2. The County shall have and maintain the responsibility and control of the services rendered, standards of performance, discipline of personnel, all personnel-related matters and other matters incident to the performance of the services, duties and responsibilities, as described and contemplated in this agreement.
3. The County shall be solely responsible for all employee insurance benefits, civil service benefits, compensation and, or, any status or rights during the course of

employment with the County. Accordingly, the City shall not be called upon to assume or share any liability for, or direct payment of, any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits under Chapter 440, Florida Statutes, or any other benefits of employment to any County personnel performing services, duties and responsibilities under this agreement for the benefit of the City, or any other liabilities whatsoever.

## **ARTICLE VI INDEMNIFICATION**

### **A. City Indemnification of County.**

To the extent permitted by law and as limited by section 768.28, Florida Statutes, the City shall defend, indemnify and hold harmless County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this agreement by the City, its employees, officers and agents. County shall promptly notify the City of each claim, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

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### **B. County Indemnification of City.**

To the extent permitted by law and as limited by section 768.28, Florida Statutes, County shall defend, indemnify and hold harmless the City and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this agreement by County, its employees, officers, and agents. The City shall promptly notify County of each claim, cooperate with County in the defense and resolution of each claim and not settle or otherwise dispose of the claim without County's participation.

### **C. Survival of Obligations.**

The indemnification provisions of this agreement shall survive termination of this agreement for any claims that may be filed after the termination date of the agreement provided the claims are based upon actions that occurred during the term of this agreement.

## **ARTICLE VII**

### **REMEDY FOR DEFAULT**

#### **A. Termination of Agreement for County's failure to Provide Municipal Services.**

1. The City may terminate this agreement in its entirety, or for a specified municipal service, for an event of default unless the default is cured as provided in this article, provided, however, the City may terminate the provision of local patrol or specialized police services only as allowable in the local patrol or specialized police contracts between the City and the County. An event of default by the County is defined for purposes of this agreement as a material failure to comply with the terms of this Agreement.
  2. If an event of default occurs, in the determination of the City, the City shall notify the County, specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a 30-day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the 60-day period, or any longer period which the City prescribes.
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#### **B. Specific Performance.**

1. Essential public services. The services provided by the County under this agreement are essential public services. In the event of default or any breach of a material term or condition of this agreement by the County, the County, upon receipt of a written request from the City, shall remedy the breach within 30 days of receipt of the request. If the breach is not cured within the specified time period, the City may file a lawsuit to utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.
2. Other remedies. The City reserves all available remedies afforded by law to enforce any term of condition of this agreement.

## **ARTICLE VIII**

### **TERM**

This agreement shall be effective upon execution by Miami-Dade County. This agreement shall expire at midnight on September 30, 2004, unless terminated earlier as specified in Article VII, or extended by the County Manager as provided in Article IX.

## **ARTICLE IX**

### **EXTENSION OF AGREEMENT**

The County Manager is authorized to extend the term of this agreement for an additional six months upon a written request from the City (the first "renewal period").

The written request must include an update of the timetable required in Article II of this agreement and must be provided to the County thirty (30) days prior to the expiration of this contract on September 30, 2004.

The County Manager may renew this agreement for an additional six months after expiration of the first renewal period upon a written request from the City (the "second renewal period"). The written request must include an update of the timetable required in Article II of this agreement and must be provided to the County forty-five (45) days prior to the end of the first renewal period.

## **ARTICLE X**

### **RECORDS, INSPECTION, AUDIT**

The County shall keep records with respect to the expenditure of funds paid by the City and the services provided to the City under this agreement. All the records shall be retained by the County for a minimum of three years from the date of termination or expiration of this agreement. County shall maintain accounting records on expenditures under this agreement in accordance with generally accepted accounting standards, generally accepted government accounting standards, and other applicable standards.

The City Manager or his, or her, designee may inspect and audit the records upon reasonable notice to the County. Reasonable notice should include a written request no less than seven working days prior to the intended site visit and the identification of the specific records to be inspected.

The County shall provide access to the City Manager or his, or her, designee to the records during regular business hours. The County agrees to provide the assistance, as may be necessary, to facilitate the inspection or audit by the City to insure compliance with applicable accounting and financial standards.

Should the City, in any audit of the County's records, find a discrepancy between the actual amount of funds paid by the City and the actual services received by the City from the County, or the costs of the services, or the City finds a discrepancy in the amounts provided in the reconciliation by the County, then the County shall, within 30 days of receipt of written notification from the City Manager, either credit or debit the City the amount of the discrepancy or refund the amount. If the County disagrees with the City's audit, the County shall notify the City Manager within 15 days of the receipt of the audit findings requesting an independent audit. The City Manager and the County Manager shall mutually agree to the selection of an independent auditor to review the audit and resolve the discrepancies. The auditor's fee will be paid by both parties equally.

**ARTICLE XI**  
**FAVORED NATION STATUS**

If a subsequent Interlocal Agreement is entered into between Miami-Dade County and another duly incorporated area which Interlocal Agreement entitles the newly incorporated area to more favorable treatment, then the City shall be entitled to the same treatments or benefits.

**ARTICLE XII**  
**AUTHORITY TO EXECUTE**

The County Manager, by execution of this agreement, represents to the City that he has full power and authority to make and execute this agreement pursuant to the resolution of the County Commission.

The City Manager, by the execution of this agreement, represents to the County that he has full power and authority to make and execute this agreement pursuant to the resolution of the City Council.

**ARTICLE XIII**  
**NOTICE**

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

City:                      City Manager  
                                 City of Doral  
                                 4055 NW 97<sup>th</sup> Avenue  
                                 Doral, Florida 33178

and                        City Attorney  
                                 Weiss Serota Helfman Pastoriza & Guedes, P.A.  
                                 2665 South Bayshore Drive, Suite 420  
                                 Miami, Florida 33133

County:                   County Manager  
                                 Miami-Dade County  
                                 Stephen P. Clark Center  
                                 111 NW First Street  
                                 Suite 2910  
                                 Miami, Florida 33128

and                        Office of the County Attorney  
                                 Stephen P. Clark Center  
                                 111 NW First Street

Suite 2810  
Miami, Florida 33128

**ARTICLE XIV**  
**NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this agreement.

**ARTICLE XV**  
**ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the agreement.

The exhibits referred to and annexed to this agreement are made a part of this agreement.

If a court of competent jurisdiction renders any provision of this agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this agreement.

**ARTICLE XVI**  
**BINDING EFFECT**

This agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

(Signature Page Follows)



ATTEST:

CITY OF DORAL,  
a municipal corporation

By: \_\_\_\_\_

City Manager  
Yocelyn Galiano Gomez

\_\_\_\_\_  
City Clerk  
Sheila Paul, CMC

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_

City Attorney  
John Hearn, Esq.

MIAMI-DADE COUNTY

A political subdivision of the  
State of Florida  
By it's Board of County  
Commissioners:

\_\_\_\_\_  
County Manager

ATTEST:  
HARVEY RUVIN, CLERK

By \_\_\_\_\_

County Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By \_\_\_\_\_

County Attorney

**EXHIBIT A: COUNTY MAINTAINED ROADWAYS**

NW 25 STREET -- HOMESTEAD EXTENSION OF THE FL. TURNPIKE TO SR 826  
NW 36/41 STREET -- HOMESTEAD EXTENSION OF THE FL. TURNPIKE TO SR 826  
NW 74 STREET – HOMESTEAD EXTENSION OF THE FL. TURNPIKE TO NW 97 AVE  
NW 107 AVENUE – NW 12 STREET TO NW 90 STREET  
97 AVENUE – SR 836 TO NW 90 STREET  
87 AVENUE – NW 12 STREET TO NW 58 STREET  
NW 12 STREET – 78 AVENUE TO 107 AVENUE  
NW 58 STREET – SR 826 TO FL. TURNPIKE

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## Exhibit B

Combined Percentage Table			
	Doral District	City	Percentage
Total Calls for Service	168,272	42,628	25.33%
Land Size in Sq. Miles	85.6 *	15.45	18.05%
Population	186,634	21,113	11.31%
Total Part I Crimes	12,923	3,311	25.62%
Total Part II Crimes	2,929	615	21.00%
<b>Combined Percentage</b>			<b>20.26%</b>

\* Patrolled area.

Budget (FY02/03)			
	Doral District		City 20.26%
District Budget		\$17,856,087	\$3,618,082
Marked Vehicle Cost	151 @ \$11,450 =	\$1,728,950	\$350,328
Unmarked Vehicle Cost	47 @ \$6,800 =	\$319,600	\$64,759
Unmarked Rentals	4 @ \$9,900 =	\$39,600	\$8,024
Enhanced Enforcement Initiatives		\$599,500	\$121,473
<b>Subtotal Police Services Cost</b>		<b>\$19,944,237</b>	<b>\$4,162,666</b>
<b>8.88% Overhead</b>			<b>\$369,645</b>
<b>Total Annual Cost</b>			<b>\$4,532,311</b>

This document should be used strictly for fiscal projections and do not represent actual costs.

4/2/02

Exhibit C

MIAMI-DADE POLICE DEPARTMENT

City of Doral

SPECIALIZED POLICE COSTS

2,312,478

City of Doral:

21,000

Percentage: 0.91%

FY 2002/2003		City of Doral:		Department			Percent of		Pro-Rated Cost	Availability	Cost
BUDGET	Workload 90%	Availability 10%	2000	2001	2002	Average	Town to Dept	Workload			
Crime Scene Investigations Bureau	\$8,088,256	\$8,088,256	387	453	282	374	14,093	2.58%	\$209,022	\$8,162	\$217,183.89
Major Crimes Scene Unit			43	52	38	44	1,849				
Burglary Unit			132	148	92	124	6,619				
Latent Unit			212	253	152	206	7,321				
Criminal Intelligence Bureau	\$9,026,561	\$9,026,561	BASED ON POPULATION					0.91%	\$73,775	\$8,197	\$81,971.71
Domestic Crimes Bureau	\$4,840,855	\$4,840,855	48	76	67	64	5,248	1.21%	\$52,846	\$4,396	\$57,241.59
Economic Crimes Bureau(1)	\$5,284,237	\$5,284,237	227	339	369	312	5,166	5.40%	\$256,945	\$4,799	\$261,743.43
Environmental Crimes Unit	\$1,746,986	\$1,746,986	BASED ON POPULATION					0.91%	\$14,278	\$1,596	\$15,864.67
Homicide Bureau	\$9,363,181	\$9,363,181	28	27	25	27	2,442	1.03%	\$86,920	\$8,503	\$95,422.54
Narcotics Bureau	\$8,489,913	\$8,489,913	21	18	21	20	1,239	0.41%	\$31,388	\$7,710	\$39,097.98
Property and Evidence Bureau	\$3,466,072	\$3,466,072	BASED ON POPULATION					0.91%	\$28,328	\$3,148	\$31,475.98
Robbery Bureau	\$11,084,406	\$11,084,406	50	72	76	66	3,630	1.77%	\$176,771	\$10,066	\$186,837.11
Sexual Crimes Bureau	\$5,254,105	\$5,254,110	4	8	9	7	2,250	0.31%	\$14,461	\$4,771	\$19,232.18
Tactical Operations Section	\$5,911,101	\$5,911,110	BASED ON POPULATION					0.91%	\$48,311.73	\$5,367.97	\$53,679.70

Updated 9/10/03

Estimated credit based on current Countywide millage payments for specialized services - \$14,228

Totals  
Overhead 8.88%  
Sub-Total  
CREDIT:  
Grand Total:

\$993,045  
\$66,706  
\$94,105.87  
\$1,153,856.67  
\$1,139,629.05

NOTES: Information is based on budgetary allocations for the current fiscal year of 2002/2003 and should be updated to the appropriate 2003/2004 fiscal year when available.

The above information should be only a draft and do not represent actual costs. This information should be used strictly for budgetary projections.

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# EXHIBIT 'D'

## CITY OF DORAL INCORPORATION STREET LIGHTS SPECIAL TAXING DISTRICTS

NO.	DISTRICT NAME
L-125	COSTALL DORAL EAST
L-133	EXPRESSWAY INDUSTRIAL PARK
L-190	DORAL PARK
L-264	BEACON CENTRE
L-387	COSTA VERDE
L-403	DORAL EQUESTRIAN CENTER
L-417	GASSER SUBDIVISION
L-433	TABOR
L-434	STUART INT
L-446	TRANSAL CORP PARK
L-447	WESTPOINT
L-507	DORAL LANDING
L-508	HUGHES WEST
L-516	DORAL ISLES ANTILLES
L-527	DORAL MEADOWS
L-528	GOLDVUE
L-533	HAWKNEST
L-534	MYSTIC PLACE
L-552	BALMORAL SUBDIVISION
L-554	RESERVE @ DORAL
L-555	BEACON @ 97
L-556	MIAMI INT'L BUSINESS PARK
L-557	M.I.C.C.
L-558	INTERNATIONAL CORP
L-568	ENCLAVE @ DORAL
L-585	DORAL INTERNATIONAL PARK
L-586	HAWKNEST 1ST ADDITION

L-604 DAILY FIRST ADD.
L-605 DORAL COM PK
L-606 SHIRTEE 1 & 2
L-612 CANTAL WEST INDUSTRIAL PARK
L-614 HAWKNEST 2ND ADDITION
L-615 WEST SIDE PLAZA 1st ADD.
L-616 DORAL SAVANNAH
L-617 COSTA DORADA
L-623 JEFFERSON @ DORAL
L-627 MIAMI INTERNATIONAL PARKWAY
L-632 DAILY SUBDIVISION
L-633 VILLA REAL @ DORAL
L-634 DORAL NE/SE
L-636 CLC SUBDIVISION
L-638 CARLISLE @ DORAL
L-648 PUERTO BELLO AT DORAL
L-651 DORAL TERRACE
L-654 PRESERVE @ DORAL
L-665 TRANSAL SERV. PARK
L-672 DIMENSIONS AT DORAL
L-679 BIARRITZ
L-681 DORAL AT THE TURNPIKE
L-683 DIGNA GAS STATION
L-689 MARQUESSA
L-699 COSTA BONITA
L-705 GENSTAR
L-707 DORAL CONCOURSE
L-708 S.A.B.
L-717 D.C.P. SUBDIVISION 1st ADD.
L-727 COSTA LINDA @ DORAL
L-748 BIARRITZ 2
L-781 COSTA LINDA @ DORAL 1
L-818 HEITI SUBDIVISION
L-873 V & Q HOLDINGS SUBDIVISION
L-882 FLIGHTWAYS
L-883 DORAL POINT
L-889 LANDMARK 107
L-907 MIAMI FREE ZONE 2



## Exhibit E

EXHIBIT E						
REVENUES	FY 02-03 BUDGET	JUNE-SEPT FY 02-03 ACTUALS	JUNE Actual / Estimate	JULY Actual / Estimate	AUGUST Actual / Estimate	SEPTEMBER Actual / Estimate
TAXES						
Ad Valorem Taxes	12,021,204	3,205,654	3,205,654	0	0	0
Delinquent Ad Valorem Taxes (1)	1,302,227	347,261	0	0	347,261	13,269,871
Electrical Franchise Fees	2,233,563	409,487	0	37,226	186,130	1,302,227
Water Utility Taxes	240,000	44,000	0	4,000	20,000	2,233,563
Gas Utility Taxes	38,785	7,110	0	646	3,232	240,000
Unified Communications Tax	3,554,000	355,400	0	0	59,233	38,785
Occupational Licenses	348,344	214,302	0	0	0	296,167
SUBTOTAL	19,738,123	4,583,213	3,205,654	41,872	615,956	214,302
INTERGOVERNMENTAL REVENUES						
1/2 Cent Sales Tax	1,232,000	123,200	0	0	20,533	719,831
Local Option Gas Tax \$.05	127,500	12,750	0	0	2,125	102,867
Local Option Gas Tax \$.06	304,600	30,460	0	0	5,077	10,625
Alcoholic Beverage Fees	4,000	400	0	0	67	25,393
SUBTOTAL	1,668,100	166,810	0	0	27,802	333
MISCELLANEOUS REVENUES						
Police Impact Fees	135,536	40,334	4,666	21,011	10,112	4,545
Parks Impact Fees	206,824	197,901	541	89,704	60,872	46,784
Fines and Forfeitures	138,000	36,800	2,300	11,500	11,500	11,500
Interest Earnings	123,000	12,452	0	4,852	3,828	3,772
SUBTOTAL	603,360	287,487	7,507	127,067	86,312	66,601
TOTAL REVENUES	22,009,583	5,037,511	3,213,161	168,939	729,970	925,440
EXPENSES						
Operating Department Expenses						
Parks and Recreation	134,300	81,143	2,177	20,132	19,276	39,558
Public Works	250,000	43,208	2,645	13,668	13,668	13,227
Police Regular Patrol	4,532,311	1,208,616	75,539	377,693	377,693	377,693
Police Special Services	14,227	3,794	237	1,186	1,186	1,186
SUBTOTAL OPERATIONS	4,930,838	1,336,761	80,598	412,678	411,822	431,663
Planning, Team Metro and others (2)	498,015	132,804	8,300	41,501	41,501	498,015
Policy Formulation/Internal Support (3)	276,127	73,634	4,802	23,011	23,011	23,011
Sound System		1,360			1,360	
Municipal Elections		71,010	27,687	28,825	14,498	
Miscellaneous - FY 04 Actuals	7,368,945	1,985,052	0	0	0	129
Mitigation						7,368,945
SUBTOTAL	8,143,087	2,243,860	40,589	93,337	80,370	2,029,564
BONDS						
QNIP Bond Payments	454,000	121,067	121,067	0	0	0
SUBTOTAL BONDS	454,000	121,067	121,067	0	0	0
UTILITY TAX ADVANCES						
		300,000			300,000	
TOTAL EXPENSES	13,527,925	4,001,688	242,254	506,015	792,192	2,461,227
SURPLUS/(DEFICIT)	8,481,659	1,035,823	2,970,907	(337,075)	(62,222)	(1,535,787)
Cumulative Surplus/Deficit			2,970,907	2,633,831	2,571,610	1,035,823
Monthly Earned Interest Yield			0.0196	0.01744	0.0176	0.01741
Monthly Earned Interest Yield / 12			0.001633333	0.001453333	0.001466667	0.001458833

**Note:** Revenue figures with zero dollar monthly balances are accounted for only when realized.



## **“Point” Persons for Various Planning & Zoning Services**

Diane O’Quinn Williams, Director 305-375-2840  
Email: DOQ@miamidade.gov

Al Torres, Assistant Director for Zoning 305-375-2600  
Email: AJT@miamidade.gov  
All zoning matters

Subrata Basu, Assistant Director for Planning 305-375-2557  
Email: BasuS@miamidade.gov  
All planning matters

1. Building Permit, Certificate of Use applications, Zoning Inspections and Impact Fee Services

Jim Byers, Supervisor, West Dade Office 786-315-2606  
11805 S.W. 26<sup>th</sup> Street  
Miami, Fl. 33175

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2. Processing of Zoning Hearing, Administrative Site Plan Review, Administrative Adjustment, Modification and Substantial Compliance Applications including Scheduling of Applications

Lynne Talleda, Supervisor, Zoning Hearings Section 305-375-2640

3. Evaluation of the Applications Listed in #2 Above

Nick Nitti, Zoning Evaluation Section 305-375-2566

4. Applications to Amend the Comprehensive Development Master Plan

Mark Woerner, Chief, Metropolitan Section 305-375-2801

5. Information Regarding Census, Population, Demographics

Chuck Blowers, Chief, Research Section 305-375-2845

6. Zoning Review of Plats

Jesus Davila, Zoning Evaluator 305-375-2566

7. General Zoning Information, Letters Confirming Zoning

Damon Holness, Supervisor Zoning Information 305-375-1022

8. Zoning Agenda Coordinator’s Office

Franklin Gutierrez, Agenda Clerk Supervisor 305-375-1244

All offices of the above individuals are at Stephen P. Clark Center, 111 NW 1 Street, 11<sup>th</sup> and 12<sup>th</sup> floors unless otherwise indicated.